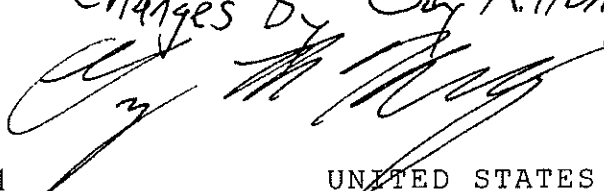


EXHIBIT 3

Hand-written Changes by Guy R. Humphrey 11/21/19


1 UNITED STATES BANKRUPTCY COURT
2 FOR THE SOUTHERN DISTRICT OF OHIO
3 WESTERN DIVISION AT DAYTON
4
5

6 In re: Tagnetics, Inc. : Case No. 19-30822
7 : Judge Humphrey
8 : Chapter 7
9

10 APPEARANCES

11
12 Stephen B. Stern, Esq. and Robert Kracht, Esq. on
13 behalf of the Debtor, Tagnetics, Inc.:
14
15
16
17

18 BE IT REMEMBERED the above-entitled
19 hearing came on to be heard on the 25th day of
20 October, 2019 before the Honorable Guy R. Humphrey,
21 Judge via telephone.
22
23
24

25 TRI-COUNTY COURT REPORTING
26 (513) 732-1477

1 COURTROOM DEPUTY: Gentlemen, the Judge
2 is now on the line, case number 19-30822,
3 Tagnetics, Inc. May I have appearances please for
4 the record?

5 MR. KRACHT: Robert Kracht for Tagnetics.

6 MR. STERN: Stephen Stern for Tagnetics.

7 THE COURT: Is Mr. Kayser there?

8 MR. KAYSER: Mr. Kayser, pro se.

9 THE COURT: Okay, is Mr. Hager there?

10 MR. HAGER: John Hager, pro se.

11 THE COURT: And I think I heard Mr.

12 Earley.

13 MR. EARELY: Yes. Ron Earley, pro se.

14 THE COURT: Great. Thank you, everybody.
15 We appreciate you all being available for this
16 telephonic rendering of the Court's oral decision
17 following the evidentiary hearing we had last
18 Friday at the...at the court. As I think I advised
19 you at the conclusion of the hearing last week, we
20 frequently render oral decisions and I frequently
21 do so be telephone like this to help keep matters
22 moving along. But I assure you we put as much work
23 and analysis into the oral decisions as we do to
24 the written decisions. We just save a little bit
25 of time in not having to cross all the T's and dot

1 all the I's as ^{we} would in a written issued decision.
2 So with that being said the Court is prepared to
3 render it's oral decision on the contested matter
4 involving Tagnetics' Motion to Enforce Settlement
5 Agreement and the Petitioner and Creditors'
6 Response to that Motion for which we had the
7 hearing last Friday.

8 This is the decision of the Court and the
9 following constitute the Court's findings of fact
10 and conclusions of law in accordance with
11 Bankruptcy Rule 7052. This proceeding arises in a
12 case referred to this Court by the standing order
13 of reference entered in this district and is
14 determined to be a core proceeding pursuant to 28
15 U.S.C. § 157(b)(2)(A) and (O). The Court is
16 authorized to enter final judgment with respect to
17 this contested matter. In reaching its
18 determinations the Court considered the demeanor
19 and credibility of the witnesses who testified,
20 being the petitioning creditors, Ken Kayser, Ronald
21 Earley and Jon Hager and Stephen Stern, counsel for
22 Tagnetics. The Court found all the witnesses to be
23 credible. The Court also examined and considered
24 all exhibits admitted ^{and} ~~in~~ court filings and the
25 written memoranda and arguments of counsel. The

1 exhibits being admitted were Petitioning Creditors'
2 Exhibits 3, 4 and 5. And Tagnetics' Exhibits A
3 through D and F through I. The Court did not admit
4 Petitioning Creditors' Exhibits 1 and 2 and
5 Tagnetics' Exhibit E.

6 In the event of an appeal following the
7 Court's review of the transcript of this oral
8 decision, a complete transcript of the Court's oral
9 decision will be entered as a separate filing on
10 the docket of this case. In that event, without
11 changing its final judgment the Court reserves the
12 right to add, alter or delete any language, grammar
13 or punctuation in this oral decision so that it
14 correctly reflects the Court's intention in
15 determining this matter.

16 The Court will now list a series of
17 citations to legal authorities, some of which will
18 be cited in abbreviated form during the remainder
19 of this oral decision. *Cogent Solutions Group,*
20 *LLC. v. The Hyalogic, LLC* at 712 F. 3d 305.
21 *Williams v. Ormsby* at 966 NE 2d 255. *Bamerilease*
22 *Capital Corp. v. Nearburg* at 958 F. 2d 150.
23 *Nilsen v. Osborn* at 711 NE 2d 726. *Re/Max Intern,*
24 *Inc. v. Realty One, Inc.* at 271 F. 3d 633.
25 *Brockwell v. Beachwood City School District*, case

1 number 1404-CV-1155 at 2008 WL 918266. *Sabatine BK*
2 *Development, LLC v. Fitzpatrick Enterprises, Inc.*
3 at 85 NE 3d 1127. In re: ~~*Elia Shack*~~ ^{*Halishuk*} at 324 B.R.
4 641. *216 Jamaica Avenue, LLC v. S&R Playhouse*
5 *Realty Company v S & R Playhouse Realty Company* at
6 540 F. 3d 433. *Nee v. State Industries, Inc.* at 3
7 NE 3d 1290. *Ohio State Bar Association v. Martin*
8 at 886 N.E. 2d 827. *Rohrer Corp. v. Dane-Elec Corp*
9 *USA* at 482 F. Appx. 113. And *Wilson v. Prime*
10 *Source Healthcare of Ohio* at 2018 WL 1127653.

11 The Court will now describe the
12 procedural and factual background related to this
13 contested matter. This matter is before the Court
14 on Tagnetics' Motion to Enforce a Settlement
15 Agreement and the Response from Remaining
16 Petitioning Creditors. See documents 101 and 106
17 under the docket of this case. This case came to
18 the Court based on an involuntary petition filed by
19 the Remaining Petitioning...Petitioning Creditors,
20 see document one\ and certain other Petitioning
21 Creditors who previously settled with Tagnetics.
22 The remaining pro se Petitioning Creditors,
23 specifically, Kenneth Kayser, Ronald Earley and
24 Jonathan Hager and Tagnetics indicated to the Court
25 on July 26th, 2019 that they reached a settlement.

1 However, the parties subsequently disagreed as to
2 whether the matter had truly been settled and if so
3 what the terms of the settlement were. In its
4 Motion to Enforce the Settlement Agreement,
5 Tagnetics argues that the parties reach^{ed} a settlement
6 agreement with the essential terms by email on July
7 26th, 2019 and these terms were accepted by the
8 Petitioning Creditors. And now the Petitioning
9 Creditors seek to include additional terms that
10 were not part of the agreement. The Petitioning
11 Creditors argue that because the terms they wanted
12 included were mentioned in their first Settlement
13 Proposal on July 20th, 2019 which they titled as
14 their Final Offer to Tagnetics~~x~~ and Tagnetics did
15 not dispute these terms, the terms were accepted
16 and the remaining negotiations were to try to reach
17 agreement on an acceptable payment schedule. The
18 Petitioning Creditors argue that because these
19 terms had already been accepted it was not
20 necessary that they be stated in the July 26th list
21 of key terms. Based on this divide between the
22 parties, Tagnetics filed its Motion to Enforce the
23 Settlement the parties agreed to by email on July
24 26th. The parties presented evidence on their
25 respective positions at an evidentiary hearing on

1 October 18th, 2019 and the Court is now prepared to
2 render its decision on the contested matter.

3 The Court will now state the statement of
4 the law and application of the facts to the law
5 related to this contested matter. A Settlement
6 Agreement is a contract and as a contract the
7 validity and enforcement of it is governed by state
8 law. See *Cogent Solutions* at 309. The state law
9 that applies to a contract formation issue is
10 determined by looking at where the agreement was
11 created. See *Bamerilease* at 152. Tagnetics is an
12 Ohio corporation and one of the Remaining
13 Petitioning Creditors who negotiated the agreement
14 resides in Ohio. This case is pending in the
15 Southern District of Ohio. Tagnetics' motion cites
16 and applies to Ohio law. Accordingly, the Court
17 will apply Ohio law in determining the
18 enforceability of the asserted settlement
19 agreement. Under Ohio law a valid contract
20 includes offer, acceptance, contractual capacity,
21 consideration and a manifestation of mutual assent.
22 See *Williams* at 258. When determining the validity
23 of a settlement agreement, the Court must determine
24 if the parties have assented to all material terms
25 of an agreement. See *Re/Max Intern National* at

1 646. If the parties have had a meeting of the
2 minds on the material terms of the agreement, then
3 the Court may enforce the Settlement Agreement.
4 See *Brockwell* at page 6. Additionally, a Court
5 must focus only on the object^{ive} of actions of the
6 party, rather than the parties' subjective belief
7 because ^{under} contract law, Courts properly consider only
8 objective manifestations of intent. See *Nibbler* at
9 733. Further, secretly held unexpressed ~~if~~ intent is
10 not relevant to whether a contract is formed. A
11 response to an offer that contains a change of
12 terms, a new term or some type of additional
13 conditional language is not an acceptance of that
14 offer but is instead a counter^{offer}. See ^{Sabatine} ~~17~~ at
15 1133. See also ^{Halishak} ~~Haloshack~~ at 7...644. Ohio
16 contract law states that a counteroffer operates to
17 reject and extinguish all previous offers, thereby
18 preventing the formation of any contract. See
19 ^{Halishak} ~~Haloshack~~ at 644. The Petitioning Creditors argued
20 that the only portion of the July 20th email
21 settlement proposal that was being negotiated in
22 additional emails was the schedule of payments,
23 and that the other terms set out in their initial
24 proposal were assumed to remain. See document 106.
25 Tagnetics argues that the only terms to be included

1 in the Settlement Agreement were those agreed to as
2 key terms in the July 26th email exchange. See
3 document 101. The July 20th, email from Ken Kayser
4 on behalf of the Petitioning Creditors contained
5 the following terms which were not referenced in
6 the July 26th key terms: "A mutual release of all
7 issues arising from our employment by Tagnetics, our
8 role as Directors of Tagnetics and our
9 participation in the Petition for Involuntary
10 Bankruptcy, ~~a~~ an acknowledgment of Kayser's and
11 Earley's stock ownership, confirmation of ownership^{ship} of
12 shares and unrestricted of shareholder rights,
13 ~~a~~ agreement that all provision of our contracts,
14 including non-compete have expired or are
15 cancelled, ~~a~~ acknowledgement of an outstanding loan
16 from Ron Earley to Tagnetics, principal plus
17 interest to be paid upon sale, which was to be
18 ~~defined~~^{defined} ~~divine~~ of Tagnetics. Principal is \$30,000 and
19 current balance is approximately \$60,000.
20 Acknowledgement of ~~ATL~~^{KVL} Core Technology license,
21 \$250,000 to be paid upon transfer or sale or
22 license of Tagnetics ~~shall~~^{self tag} technology or sale of
23 the company, acknowledgement of \$315,000 of
24 deferred salary to be paid to Kayser upon the sale
25 of Tagnetics or other liquidity." That's the end^{event}

1 of the terms of the Petitioning Creditors I believe
2 were ~~not~~ were included as part of the settlement
3 of the matter which Tagnetics disputes.

4 In response to the Petitioning Creditors'
5 July 20th offer of settlement, Stephen Stern,
6 acting as counsel for Tagnetics, rejected this
7 proposal and suggested a ^{Structure} ~~proposal~~ for a different
8 proposal. His July 23rd email sent at 10:46 a.m.
9 stated, "While I and the Tagnetics' team appreciate
10 the overture to try to reach a negotiated
11 resolution, the demand you put forward is not
12 realistic." Earley then responded with another
13 offer through an email sent at 1:34 p.m. on July
14 23rd stating, "Here is our offer after your email
15 this morning. Let me know if there is any
16 interest." Stern responded with a counteroffer
17 which Earley rejected soon after stating, "No
18 chance." See Earley email sent July 24th.
19 Following this rejection Stern implored the
20 Petitioning Creditors to respond with a
21 counteroffer through an email he sent on July 25th
22 at 12:42 p.m. On the same day Earley responded
23 with a counterproposal. See Earley July 25th email
24 sent at 1:25 p.m. Stern responded to that email
25 through an email sent at 8:24 a.m. on July 26th

1 stating that a high initial payment to each of the
2 creditors would not be possible. Following this
3 email exchange there was a phone call between the
4 parties during which an apparent agreement was
5 reached. Stern followed up this phone call with an
6 email detailing the key terms which were reached
7 during the telephone conference. And he asked for
8 each of the creditors to reply confirming this
9 agreement. See Stern July 26th email sent at 3:27
10 p.m. Hager replied and confirmed agreement with
11 the terms set forth in the email stating, "I am
12 responding for Kayser, Earley and Hager" saying "we
13 agree to the terms set forth as documented above.
14 See Hager July 26th email sent at 3:56 p.m. Hager
15 then sent an additional email restating the terms
16 laid out in Stern's email and again confirming
17 agreement upon those terms. See July, see Hager
18 July 26th email sent at 3:58 p.m. Less than an
19 hour after this email Hager sent another email
20 confirming a payment schedule stating, "We are
21 confirming the following payment schedule and
22 amount as part of this agreement." See Hager July
23 26th email sent at 4:35 p.m. The key terms stated
24 in the July 26th emails were as follows: payment
25 of \$90,000 total, \$30,000 to each Petitioning

1 Creditor within three days of a fully executed
2 agreement. The remaining schedule of payments as
3 you propose below, except in twelve and eighteen
4 months, instead of six months and twelve months.
5 Full mutual releases, no carveouts.
6 Dismissal/withdraw^{al} of claims by each of you to be
7 filed within one day of receiving payment. See
8 July 26th emails between the parties. The
9 Petitioning Creditors' argument hinges on the
10 contention that the only term being negotiated
11 through the described emails were the details of
12 the payment schedule. However, the first email
13 proposal on July 20th was rejected by Stern on July
14 23rd. Therefore, the email exchanges which
15 followed were all counteroffers or proposals and
16 the only terms included in these counteroffers were
17 those listed in these specific emails. After the
18 July 23rd rejection a clean slate began with regard
19 to terms. The terms that the creditors argue were
20 assumed to be included in the July 20th proposal
21 were never mentioned again during the later email
22 conversations. The parties set out their key terms
23 in writing with the July 26th emails. The terms *the*
24 creditors now wish to argue are included were
25 noticeably absent from the key terms list. Also,

1 the inclusion of the specific payments to the
2 Petitioning Creditors with a full mutual release
3 with no carveouts provision necessarily excludes
4 any other form of monetary recovery by the
5 Petitioning Creditors from Tagnetics, such as any
6 personal loans made by the Petitioning Creditors to
7 Tagnetics or any deferred salary or royalty or
8 license fees owed by Tagnetics to any of the
9 Petitioning Creditors. Any such obligations were
10 eliminated as a result of the Petitioning
11 Creditors' agreement for the full mutual release.
12 This detailed description of the emails from July
13 20th through July 26th is important to show the
14 numerous rejections and then finally an acceptance
15 and memorialization in writing of agreed key terms.
16 The Court has a duty to analyze such contract
17 formation issues from an objective standpoint. The
18 Court will not look at the subjective intent or
19 beliefs of a party but rather on the facts set
20 forth. See ^{ylar}Nibbler at 733. Ohio law does not
21 require contracting parties to share a subjective
22 meeting of the minds ^d to establish a valid contract.
23 Otherwise, no matter how clearly the parties wrote
24 their contract, one party could escape its
25 requirements simply by contending it did not

1 understand them at the time. See *216 Jamaica*
2 *Avenue* at page 440. Following an objective
3 approach, if a Court determines that the parties
4 have had a meeting of the minds on the material
5 terms of a settlement agreement, then it may
6 enforce such an agreement. See *Re/Max*
7 *International* at 646 and *Brockwell* at page 6. Here
8 looking at the objective intent of the parties
9 through email exchanges, the parties came to an
10 agreement as to the material terms on July 26th
11 through a phone call and then memorialized these
12 terms through email. Confusion as to the meaning of
13 certain terms does not itself invalidate a
14 contract. A meeting of the minds occurs when there
15 is agreement on the essential terms. In a contract
16 that is not for goods, the essential terms are
17 generally the parties to the contract and its
18 subject matter. See *Nibbler* at page 734. The
19 Court is sensitive to the fact that the Petitioning
20 Creditors are pro se and that based on the
21 evidentiary hearing, these parties subjectively
22 believe that the additional terms from the July
23 20th email were still in play during the entirety
24 of the negotiations. The Court found the
25 Petitioning Creditors credible on the point.

1 However, the standard for determining whether these
2 parties reached a meeting of the minds is ~~an~~
3 objectionable. ^{ve one} And based on an objective view of
4 the emails between the parties, the terms of the
5 agreement were reached on July 26th, 2019.

6 The Court will now discuss the issue of
7 Mr. Earley's authority to negotiate. The
8 Petitioning Creditors also contend that Earley only
9 had authority to negotiate the payment schedule
10 with the understanding that the remainder of the
11 terms of the July 20th proposal was ~~invalid~~ ^{inviolate}. See
12 document 106. Therefore, under this logic any
13 negotiations with regard to terms other than the
14 payment schedule cannot be valid. Apparent
15 authority comes into play when, one, the principal
16 held the agent out to the public as possessing
17 sufficient authority to act on his behalf. Two, a
18 person dealing with the agent knew these facts.
19 And, three, the person acting in good faith had
20 reason to believe that the agent possessed the
21 necessary authority. See Nee, N-e-e at page 1308,
22 quoting Ohio State Bar Association at page 834.
23 Here, when Earley responded to emails from Stern he
24 was acting as an agent for the other pro se
25 parties. Indeed, Kayser made it clear he left the

1 details of these negotiations to Earley. Any limits
2 on Earley's power to negotiate were never
3 communicated to Tagnetics and the petitioning
4 creditors never presented any evidence to suggest
5 Earley lacked authority. Indeed, all Tagnetics was
6 aware of was each of the parties were copied in
7 these emails. Further, each of the Petitioning
8 Creditors were copied on each of the emails from
9 Earley and Hager to Stern. And if they disagreed
10 with the way the negotiations were taking place,
11 each could have each made such an objection clear.
12 Therefore, the asserted limited authority of Earley
13 to negotiate would not invalidate any terms agreed
14 to July 26th.

15 The Court will now discuss the term "full
16 mutual release with no carveouts." In the agreement
17 the parties agreed to full mutual releases, no
18 carveouts. What exactly this means to each party
19 has been in dispute and was a central point of
20 contention during the evidentiary hearing. The
21 Court determines that a full release with no
22 carveouts by its ordinary meaning would include all
23 liability between the parties, including salary,
24 benefits and loans. This Court's interpretation of
25 "full" in "full mutual releases" is that it covers all

1 obligations of the parties, whether it be salary,
2 expenses, license fees or any other monetary
3 obligation of any nature which the parties ^{are} owed or
4 claim~~s~~ to be owed. To this extent, the term "no
5 carveouts" is duplicative of the term "full". The term
6 "mutual" means that each party releases the other
7 party, that Kayser releases Tagnetics of all
8 obligations it owes him and Tagnetics releases
9 Kayser of all obligations which Kayser owes to
10 Tagnetics, etc. ~~Although~~ ^{However} it would not resolve any
11 issue of the Remaining Petitioning Creditors'
12 equity interest~~s~~ if any. Nor would it release third
13 parties not described in the July 26th emails,
14 including, but not limited to Compass Marketing.
15 At the evidentiary hearing Stern stated that
16 releasing affiliates of a company was common in
17 these types of agreements. While that may be true,
18 if Compass was to be specifically included in the
19 release it should have been made clear in the key
20 terms that the release included other parties.
21 This Court does not construe...construe ["]full mutual
22 releases, no carveouts, ["]to include affiliates,
23 parent corporations, officers, directors or other
24 undisclosed third parties. Moreover, the main
25 exhibit concerning the affiliate status of Compass

1 was not admitted due to it being hearsay and no
2 evidence was admitted as to the status of Compass
3 and its relationship to Tagnetics. The inclusion
4 of the release in the prior agreements with the
5 early settling Petition^{ing} Creditors is not
6 sufficient, even if an entity in which Kayser held
7 an interest was a party to that prior settlement.
8 It ~~does~~^{is} not required^d that any settlement resolve all
9 issues between parties or related parties or
10 individuals, only that there was a contractually
11 enforceable settlement of key terms.

12 The Court now will describe a summary of
13 the settlement analysis. Although the settlement
14 may not have resolved all disputes between
15 Tagnetics and the Remaining Petitioning Creditors,
16 by an objective standard a meeting of the minds
17 occurred as to the payments to the Remaining
18 Petitioning Creditors and a mutual release of any
19 other obligations ~~X~~or damages. The agreement did ~~not~~^{not}
20 address Compass or any affiliates, parent
21 corporation, officers, directors or third parties.
22 Nor did it cover equity interests of the Remaining
23 Petitioning Creditors, if any. The parties either
24 by reference to rejected offers which no longer
25 have any legal effect or by draft settlement

1 agreements proposed after the agreement date of
2 July 26th, have attempted to expand the agreement
3 beyond the plain meaning of its terms. Thus, the
4 agreement was as the parties agreed to by email on
5 July 26th, 2019. Payments of \$30,000 to each
6 Petitioning Creditor within three days of a fully
7 executed agreement. As the parties did not enter a
8 formal settlement agreement but had agreed on
9 essential terms of payment, the \$30,000 shall be
10 paid within three business days of the entry of the
11 order enforcing the settlement. Another \$30,000
12 each shall be paid to each of the Remaining
13 Petitioning Creditors after twelve months and a
14 third payment after eighteen months. The balance
15 of the payments due to the Remaining Petitioning
16 Creditors shall be paid upon the next liquidity
17 event as follows: \$96,980 to Ron Earley; \$61,582
18 to Ken Kayser and \$58,144 to Jon Hager. The parties
19 agree as to the definition of a liquidity event
20 and, therefore, liquidity event is to be defined as
21 meaning (a) when one person or entity directly or
22 indirectly becomes the beneficial owner of more
23 than 50% of the outstanding securities of
24 Tagnetics, provided that the one person or entity
25 does not directly or indirectly own more than 50%

1 of the outstanding securities of Tagnetics on the
2 date of the agreement becomes valid; (b) The
3 consummation of a merger, sale or consolidation of
4 Tagnetics with or to another company; (c) A sale
5 of substantially all of the assets of Tagnetics;
6 or, (d) Completion of a plan to liquidate, dissolve
7 or wind up Tagnetics that was approved by
8 Tagnetics' shareholders or board of directors. The
9 parties mutually released any obligations to each
10 other as to the salary, benefits, loans or other
11 similar obligations owed to the Remaining
12 Petitioning Creditors. The agreement does not
13 address any equity interests of the Remaining
14 Petitioning Creditors. It also does not release any
15 third party obligations, including but not excluded
16 to Compass Marketing. Absent specific reference to
17 such matters that had not occurred as of July 26th,
18 the release of a stranger to a settlement is not
19 ordinary, nor would ownership interest in a
20 corporate entity be finalized by a general release.
21 Finally, upon payment of the initial \$30,000 to
22 each of the remaining petitioning creditors,
23 Tagnetics shall file a notice of payment with the
24 Court and serve by email such notice on each of the
25 Petitioning Creditors. Upon this filing the Court

1 will wait 24 hours and then it shall dismiss the
2 complaint against or the involuntarily petition
3 against Tagnetics to commence an involuntary
4 proceeding.

5 The Court will now discuss the issue of
6 attorney fees. Having determined that the
7 settlement motion is to be enforced, the remaining
8 issue is whether this Court should grant Tagnetics'
9 request for attorney fees. Ohio law allows such
10 fees when a party prevails on a Motion to Enforce
11 Settlement, regardless of whether an exception to
12 the American rule applies and regardless of whether
13 bad faith exists. The award is compensatory
14 damages for the cost of such additional litigation.
15 See *Rohrer* from the Sixth Circuit and the U.S.
16 District Court decision in *Wilson*, both
17 interpreting Ohio law. Accordingly, Tagnetics
18 shall have fourteen days from the date the order on
19 this oral decision is entered to file an
20 Application for Attorney Fees as compensatory
21 damages. Tagnetics must file and serve by
22 ~~each...by~~ email each of the Petitioning Creditors.
23 The Petitioning Creditors will have fourteen days
24 from the filing of such application to respond ~~to~~
25 ~~respond~~. Having determined that attorney fees are

1 proper, the sole issue for the Court to determine
2 is the reasonableness and appropriateness of the
3 fees sought. Upon any applications and responses
4 the Court will take the matter of attorney fees
5 under advisement.

6 In conclusion, for these reasons the
7 Court will enter an order which provides in
8 accordance with the Court's oral decision the
9 settlement agreement agreed to on July 26th, 2019
10 shall be enforced. The order shall, consistent with
11 this oral decision, provide the ^{para}~~per~~imeters of the
12 parties' settlement.

13 Thank you.

14

15 (Off the record)

16

17

18

19

20

21

22

23

24

25

1 C E R T I F I C A T E

2 STATE OF OHIO

3 SS

4 COUNTY OF CLERMONT

5

6 I, Cindy Elaine Meguire, transcriptionist
7 and notary public, do hereby certify that the
8 foregoing was transcribed from an audio recording by
9 me, and that the same is true and correct in all
10 respects as transcribed from said audio recording.

11 I further certify that I am not counsel,
12 attorney, relative or employee of any of the parties
13 hereto, or in any way interested in the within
14 action.

15 IN WITNESS WHEREOF, I have hereunto set my
16 hand on this 19th day of November, 2019.

17

18 s/s Cindy Elaine Meguire

19

20

21 My Commission Expires: Cindy Elaine Meguire
22 May 3, 2024 Notary Public-State of Ohio

23

24

25